

## **EXHIBIT K15**

## INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

7/15 BR

Attached to and hereby made a part of  
Certificate of Excess Insurance No. ZCP 37 45

## DECLARATIONS

New York-505 Marsh &amp; McLennan Inc. Renewing XBC 18.34 - 380094 (H)

Item 1.

Name of

Insured —

W.R. GRACE &amp; COMPANY

Item 2.

Address —

7 Hanover Square, New York, N.Y.

Item 3. Certificate Term — From: June 30, 1971

To: June 30, 1974

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary Insurance —

Primary Carriers	Policy Numbers	Policy Periods
1) Maryland Casualty Co.	Various on file with company	6/30/70-71 & renewal thereof
2) Employers Group		
3) Home Ins. Co.		

Item 5. Description of Primary Insurance —

See Endorsement #2 Attached

Item 6. Description of Excess Insurance — Comprehensive General Liability and Automobile Liability  
 \$10,000,000. each occurrence, Bodily Injury Liability or Property Damage Liability or both combined, \$10,000,000. aggregate where applicable excess of Item 5 above

Item 7. Premium —

Estimated Policy Period Sales	Rate per \$1000 Sales	Total Advance Premium
\$6,465,510,000.	.0116	\$75,000.00

Policy Period Minimum Premium \$75,000.00

Item 8. attached hereto and made a part hereof:

No. 1 — Nuclear Energy Liability Exclusion Endorsement (Form IC-1012)

No. 2 Premium Computation Endt. No. 5 Data Processing Exclusion

No. 3 Description of primary insurance No. 6 LCI 441

No. 4 Architects &amp; Engineers Errors &amp; Omissions Endt.

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03109

GEC 024639

DESCRIPTION OF PRIMARY INSURANCE ENDORSEMENT NO. 3**Comprehensive General Liability and Automobile Liability****Bodily Injury Liability Automobile**

\$250,000 each person  
 \$1,000,000 each occurrence

**Bodily Injury Liability**

Except Automobile

\$250,000 each person  
 \$1,000,000 each occurrence  
 \$1,000,000 aggregate products

**Property Damage Liability Automobile**

\$1,000,000. each occurrence

**Property Damage Liability**

Except Automobile

\$1,000,000. each occurrence  
 \$1,000,000 aggregate premises-  
 operations  
 \$1,000,000 aggregate protective  
 \$1,000,000 aggregate products  
 \$1,000,000 aggregate contractual

- 2) Comprehensive General Liability and Automobile Liability \$5,000,000. each occurrence Bodily Injury Liability or Property Damage Liability or both combined, \$5,000,000. aggregate where applicable, excess of Item (1) above.
- 3) Comprehensive General Liability and Automobile Liability \$5,000,000. each occurrence Bodily Injury Liability or Property Damage Liability or both combined, \$5,000,000. aggregate where applicable, excess of Item (1) and Item (2).

Nothing herein contained shall vary, alter or extend any provision or condition of the policy other than as above stated.

Effective Date	JUNE 30, 1971	at the hour specified in the policy.	Part of Policy No.	ICP 37 45
Issued to	W.R. GRACE, & COMPANY			

Authorized Agent

Not valid unless countersigned by a duly authorized agent of the  
 INSURANCE COMPANY OF NORTH AMERICA

C-1660

*Charles K. Cox*  
 President

GEC 024642

200W 11-69 PTD. IN U.S.A.

WRG Policies  
 03112

## **EXHIBIT K16**

Marsh &amp; McLennan

10%

00421

8-2

-73

RENEWAL OF

EXCESS THIRD PARTY  
LIABILITY POLICY

## DECLARATIONS

PRODUCER NO. <b>035975</b>	BRANCH <b>030</b>	PREFIX <b>RDX</b>	POLICY NUMBER <b>893-68-33</b>
NAMED INSURED & ADDRESS: (Number & Street, Town, County & State) <b>W.R. Grace &amp; Co., Etal. and as Per Endorsement No. 1 1114 Avenue of the Americas New York, New York 10036</b> ✓			
Policy Period: (hereinafter called "this policy period") <b>8-9-73</b> ✓		12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE IN- SURED AS STATED HEREIN. To: <b>6-30-74</b>	

CNA Insurance

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW  
A stock insurance company, herein called the company.  
Continental Center 310 S. Michigan Ave Chicago Ill 60604

- ☒ CONTINENTAL CASUALTY COMPANY
- ☐ NATIONAL FIRE INSURANCE COMPANY of Hartford
- ☐ AMERICAN CASUALTY COMPANY of Reading, Pa.
- ☐ TRANSPORTATION INSURANCE COMPANY
- ☐ TRANSCONTINENTAL INSURANCE COMPANY
- ☐ VALLEY FORGE INSURANCE COMPANY

## COPY OF THE EXCESS THIRD PARTY LIABILITY POLICY FORM G-40219-A

3. Schedule of Underlying Insurance: Insurer and Policy Number  
**1st Layer-Commercial Union \$5,000,000** ✓  
**2nd Layer-Home Insurance \$5,000,000** ✓

4. Limits of Liability: The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

COLUMN I	IN EXCESS OF	COLUMN II	COLUMN III	
Company Limits		Underlying Limits	Total Limits	Coverage
\$ Each Person	\$	\$	\$	A. Bodily Injury
\$ Each Occurrence	\$	\$	\$	Automobile
\$ Each Person	\$	\$	\$	B. Bodily Injury
\$ Each Occurrence	\$	\$	\$	Except Automobile
\$ Aggregate	\$	\$	\$	
\$ Each Occurrence	\$	\$	\$	C. Property Damage Automobile
\$ Each Occurrence	\$	\$	\$	D. Property Damage
\$ Aggregate	\$	\$	\$	Except Automobile
\$ Each Occurrence	\$	\$	\$	E. Combined Single Limit Bodily
\$ Aggregate	\$	\$	\$	Injury and Property Damage
<b>\$10,000,000 each occurrence</b>	<b>\$10,000,000</b> ✓	<b>\$20,000,000</b>	<b>\$20,000,000</b>	F. Other
<b>\$10,000,000 aggregate</b> ✓	<b>\$10,000,000</b> ✓	<b>\$20,000,000</b>	<b>\$20,000,000</b>	

5. Premium Computation

Premium Basis	Estimated Exposure	Rate	Estimated Premium
<b>Sales</b>	<b>To Be Determined Subject to Audit</b>	<b>.0116 Per \$1000 Sales</b>	<b>Pro Rata 22,250</b> ✓

Deposit Premium: \$ **22,250** ✓ on effective date of policy

Minimum Premium: \$ **25,000** ✓ Annual  
\$ **22,250** ✓ Policy term

Audit Period **Annual**

Forms numbers of Endorsement attached  
at issuance include: **G-40284-D**

Countersigned By \_\_\_\_\_

Authorized Agent

G-40219-A

COPY

GEC 024648

WRG Policies  
03118

00422

11334

Named Insured

It is agreed that the Named Insured is as follows:

W.R. Grace & Co. and/or Subsidiary, Associated,  
affiliated Companies owned and/or controlled  
and/or managed Companies as now or hereafter  
constituted.

This endorsement forms a part of and is for attachment to the following described policy issued by the CNA/INSURANCE company  
described therein, taken effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in  
said policy, and expires concurrently with said policy.

Must Be Completed	
ENDORSEMENT	POLICY NO.
1	RDX 8936933

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT

GEC 024649

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03119

Controlled by

Endorsement Form

**EXHIBIT K17**

# ALLIANT MUTUAL INSURANCE COMPANY

Seattle, Washington 98101

MUTUAL COMPANY  
THIS POLICY IS NON-ASSIGNABLE

## DECLARATIONS

Item 1. Named Insured : W. R. GRACE AND COMPANY, INC., ET AL

11335

P. O. Address : 114 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK

00464

Policy Number : 1-2517

## POLICY PROVISIONS — PART A

SEE PART "B".

*Allen Miller*  
ALLEN, MILLER and ASSOCIATES, INC.

400 BROADWAY STREET, SUITE 1000  
SAN FRANCISCO, CALIFORNIA 94105  
PHONE 377-2000

Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or tender of this Policy to the Company. This policy may also be cancelled, with or without the return or tender of the unearned premium, by the Assured, or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein for cancellation thereof previously agreed upon in the event of cancellation either by Insurers or Assured.

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$2.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived and the return of such premium to the Assured will not be made, as the case may be.

As Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

*Harold J. Jacques*  
SECRETARY

Signed: JULY 22, 1974

*Robert H. H. H.*  
V. H. H. H.

ALLEN, MILLER & ASSOCIATES, INC.  
Underwriting Managers

*James M. Allen*  
Authorized Representative

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GEC 024722



00465

DECLARATIONS

POLICY NUMBER: 1-2517

1036

ITEM 1. NAMED INSURED:

\* W. R. GRACE & CO. AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED  
COMPANIES OR OWNED AND CONTROLLED AND/OR MANAGED COMPANIES AS  
NOW OR HEREAFTER CONSTITUTED.

ADDRESS:

1114 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK ✓

ITEM 2. POLICY PERIOD:

FROM JUNE 30, 1974 TO JUNE 30, 1977

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED ✓  
AS STATED HEREIN

ITEM 3. UNDERLYING INSURANCE

(SEE ATTACHED)

ITEM 4. UNDERLYING LIMITS:

\$100,000.00 UNITED STATES, ITS TERRITORIES, POSSESSIONS, AND  
CANADA ✓

\$250,000.00 FOREIGN

ITEM 5. LIMITS OF LIABILITY - ULTIMATE NET LOSS:

\$10,000,000.00 EACH OCCURRENCE ✓

\$10,000,000.00 AGGREGATE

ITEM 6. PREMIUM: \$590,000. ✓

ALLEN, MILLER & ASSOCIATES, INC.  
Underwriting Managers

BY: James W. Miller

\* to be Amended

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- (K) TO LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF ANY AIRCRAFT; PROVIDED, HOWEVER, THIS EXCLUSION SHALL NOT APPLY TO LIABILITY OF THE NAMED INSURED FOR AIRCRAFT NOT OWNED BY SUCH INSURED.

## CONDITIONS

## 1. PREMIUM.

THE PREMIUM FOR THIS POLICY SHALL BE AS STATED ON THE DECLARATIONS PAGE.

## 2. INSPECTION AND AUDIT.

THE COMPANY SHALL BE PERMITTED TO INSPECT THE INSURED'S PREMISES, OPERATIONS, AND ELEVATORS AND TO EXAMINE AND AUDIT THE INSURED'S BOOKS AND RECORDS AT ANY TIME DURING THE POLICY PERIOD AND ANY EXTENSION THEREOF AND WITHIN THREE YEARS AFTER THE FINAL TERMINATION OF THIS POLICY, AS FAR AS THEY RELATE TO THE PREMIUM BASIS OR THE SUBJECT MATTER OF THIS INSURANCE.

## 3. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE.

AS REGARDS PERSONAL INJURY (FATAL OR NON-FATAL) BY OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEE OF THE INSURED, THIS POLICY IS SUBJECT TO THE SAME WARRANTIES, TERMS OR CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, ANY CONDITION RESPECTING "OTHER INSURANCE" AND THE RENEWAL AGREEMENT, IF ANY) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE POLICIES OF UNDERLYING INSURANCES SET FORTH IN THE DECLARATIONS PRIOR TO THE HAPPENING OF AN OCCURRENCE FOR WHICH CLAIM IS MADE HEREUNDER.

## 4. LIMITS OF LIABILITY.

THE COMPANY SHALL ONLY BE LIABLE FOR ULTIMATE NET LOSS IN EXCESS OF EITHER:

(A) EXCEPT AS PROVIDED IN SUB-PARAGRAPH (B) HEREOF, THE APPLICABLE LIMITS OF LIABILITY OF THE POLICIES OF UNDERLYING INSURANCE SET FORTH IN ITEM 3 OF THE DECLARATIONS; OR

(B) AS RESPECTS EACH OCCURRENCE NOT COVERED BY SUCH UNDERLYING INSURANCE, OR WHERE EACH OCCURRENCE IS COVERED BY SUCH UNDERLYING INSURANCE BUT IN RECOVERABLE AMOUNTS LESS THAN THE UNDERLYING LIMITS SET FORTH IN ITEM 4 OF THE DECLARATIONS, THE AMOUNT OF ULTIMATE NET LOSS SET FORTH IN THE DECLARATIONS AS "UNDERLYING LIMITS",

BUT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR AN AMOUNT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY SET FORTH IN ITEM 5 OF THE DECLARATIONS.

THE LIMIT OF LIABILITY STATED IN ITEM 5 OF THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY UNDER THIS POLICY FOR ULTIMATE NET LOSS AS A RESULT OF ANY ONE OCCURRENCE. SUBJECT TO THE LIMIT OF LIABILITY SET FORTH IN ITEM 5 OF THE DECLARATIONS WITH RESPECT TO "EACH OCCURRENCE", THE LIMIT OF LIABILITY SO SET FORTH AS "AGGREGATE" SHALL BE THE TOTAL LIMIT OF THE COMPANY'S LIABILITY UNDER THIS POLICY FOR ULTIMATE NET LOSS:

- (1) BECAUSE OF ALL PERSONAL INJURY AND PROPERTY DAMAGE DURING EACH CONSECUTIVE TWELVE MONTHS OF THE POLICY PERIOD, ARISING OUT OF THE PRODUCTS-COMPLETED OPERATIONS HAZARDS, AND

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(2) BECAUSE OF ALL PERSONAL INJURY DURING EACH CONSECUTIVE TWENTY MONTHS OF THE POLICY PERIOD SUSTAINED FROM OCCUPATIONAL DISEASE BY ANY EMPLOYEE OF THE INSURED.

IN THE EVENT OF REDUCTION OR EXHAUSTION OF THE AGGREGATE LIMITS OF LIABILITY UNDER THE POLICIES OF UNDERLYING INSURANCE BY REASON OF LOSSES PAID THEREUNDER, THIS POLICY SHALL:

(1) IN THE EVENT OF REDUCTION, PAY THE EXCESS OF THE REDUCED UNDERLYING INSURANCE, AND

(2) IN THE EVENT OF EXHAUSTION, CONTINUE IN FORCE AS UNDERLYING INSURANCE,

BUT NOTHING IN THIS PARAGRAPH SHALL OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY.

IN THE EVENT OF REDUCTION OR EXHAUSTION OF THE AGGREGATE LIMIT OR LIMITS DESIGNATED IN THE UNDERLYING POLICY OR POLICIES SOLELY BY PAYMENT OF LOSSES IN RESPECT TO ACCIDENTS OR OCCURRENCES DURING THE PERIOD OF SUCH UNDERLYING POLICY OR POLICIES, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY IN EXCESS OF THE REDUCED UNDERLYING LIMIT OR, IF SUCH LIMIT IS EXHAUSTED, SHALL APPLY AS UNDERLYING INSURANCE, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS AND CONDITIONS OF THIS POLICY.

5. SEVERABILITY OF INTERESTS.

THE TERM "THE INSURED" IS USED SEVERALLY AND NOT COLLECTIVELY, BUT THE INCLUSION HEREIN OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY. IF MORE THAN ONE INSURED IS NAMED IN ITEM 1 OF THE DECLARATIONS, IT IS AGREED THAT THE LIMITS OF THE COMPANY'S LIABILITY SHALL NOT APPLY SEPARATELY TO EACH SUCH INSURED.

6. NOTICE OF OCCURRENCE.

WHEN AN OCCURRENCE TAKES PLACE WHICH, IN THE OPINION OF THE INSURED, INVOLVES OR MAY INVOLVE LIABILITY ON THE PART OF THE COMPANY, PROMPT WRITTEN NOTICE SHALL BE GIVEN BY OR ON BEHALF OF THE INSURED TO THE COMPANY OR ANY OF ITS AUTHORIZED REPRESENTATIVES. SUCH NOTICE SHALL CONTAIN PARTICULARS SUFFICIENT TO IDENTIFY THE INSURED AND ALSO REASONABLY OBTAINABLE INFORMATION RESPECTING THE TIME, PLACE AND CIRCUMSTANCES OF THE OCCURRENCE. FAILURE TO SO NOTIFY THE COMPANY OF ANY OCCURRENCE WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR TO INVOLVE THIS POLICY BUT WHICH, AT A LATER DATE, WOULD APPEAR TO GIVE RISE TO A CLAIM HEREUNDER SHALL NOT PREJUDICE SUCH CLAIM PROVIDED SUCH NOTICE IS THEN GIVEN. IT SHALL BE AGREED THAT AWARENESS OF CLAIM BY THE CORPORATE RISK MANAGEMENT DEPARTMENT OF THE INSURED SHALL BE THE SAME AS NOTICE GIVEN THE COMPANY.

7. ASSISTANCE AND COOPERATION OF THE INSURED.

THE COMPANY SHALL NOT BE CALLED UPON TO ASSUME CHARGE OF THE SETTLEMENT OR DEFENSE OF ANY CLAIM MADE, SUIT BROUGHT OR PROCEEDING INSTITUTED AGAINST THE INSURED BUT THE COMPANY SHALL HAVE THE RIGHT AND SHALL BE GIVEN THE OPPORTUNITY TO ASSOCIATE WITH THE INSURED OR THE INSURED'S UNDERLYING INSURERS, OR BOTH, IN THE DEFENSE AND CONTROL OF ANY CLAIM, SUIT OR PROCEEDING RELATIVE TO AN OCCURRENCE WHERE THE CLAIM OR SUIT INVOLVES OR APPEARS REASONABLY LIKELY TO INVOLVE THE COMPANY IN WHICH EVENT THE INSURED AND THE COMPANY SHALL COOPERATE IN ALL THINGS IN THE DEFENSE OF SUCH CLAIM, SUIT OR PROCEEDING.

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